

RETURN DATE: JULY 6, 2021 : SUPERIOR COURT

DEUTSCHE BANK NATIONAL TRUST : J. D. OF NEW HAVEN  
COMPANY, AS TRUSTEE, FOR THE  
REGISTERED HOLDERS OF IMPAC  
SECURED ASSETS CORP. MORTGAGE  
PASS-THROUGH CERTIFICATES SERIES  
2007-2

VS. : AT NEW HAVEN

76 SHERMAN, LLC and SAMUEL HECHT : JUNE 14, 2021

## **COMPLAINT**

### **First Count**

#### **(Foreclosure as to 76 Sherman, LLC)**

1. By a certain Note dated November 29, 2006, nonparty Leonard-Anthony Associates, LLC ("Leonard-Anthony"), promised to pay to the order of nonparty IMPAC Commercial Capital Corporation ("IMPAC"), the sum of One Million Eight Hundred Fifty-Two Thousand Five Hundred and 00/100 (\$1,852,500.00) Dollars, together with interest thereon as provided in the Note, and as amended by a certain Agreement to Modify Promissory Note and Mortgage dated February 18, 2010 (the "Note"), a copy of which loan documents are attached hereto as Exhibits A & B.
2. To secure the Note, Leonard-Anthony mortgaged to IMPAC real property known as 76 Sherman Avenue, New Haven, Connecticut (the "Mortgaged Premises") via that certain Open-End Mortgage, Assignment of Rents and Security Agreement dated November 29, 2006, and recorded on December 12, 2006, in Volume 7812 at Page 1 of the New Haven land records, as amended by that certain Amendment to Mortgage

dated February 18, 2010 (the "Mortgage"), a copy of which loan documents are attached hereto as Exhibits C & D.

3. Plaintiff, Deutsche Bank National Trust Company, as Trustee, for the registered holders of IMPAC Secured Assets Corp. Mortgage Pass-Through Certificates Series 2007-2 (hereinafter "Deutsche," "Lender" or "Plaintiff"), is the successor in interest to IMPAC by virtue of an Assignment of Open-End Mortgage from IMPAC to Deutsche dated March 22, 2012, and recorded on April 11, 2012, in Volume 8817 at Page 128 of the New Haven land records (the "Assignment of Mortgage"). A copy of the Assignment of Mortgage is attached hereto as Exhibit E.
4. Defendant, 76 Sherman, LLC, assumed the Note and Mortgage, as amended, by virtue of that certain Assumption Agreement and Amendment to Mortgage dated August 7, 2015, and recorded on September 2, 2015, in Volume 9322 at Page 323 of the New Haven land records (the "Assumption Agreement"). A copy of the Assumption Agreement is attached hereto as Exhibit F, which sets forth the then outstanding principal balance as \$1,802,000.00.
5. Deutsche is the owner and holder of the Note and the Mortgage, as amended, and other loan documents.
6. The Defendant, 76 Sherman, LLC, is in default under the Note and Mortgage, as amended, for failure to timely pay sums due thereunder and Deutsche has therefore exercised its option to declare the entire principal amount outstanding together with interest and costs thereon, including reasonable attorneys' fees due and payable in full.

7. Despite demand, there is as of May 31, 2021, now due and payable the principal sum of One Million Six Hundred Ninety Four Thousand Two Hundred Ninety Six and 21/100 Dollars (\$1,694,296.21), together with interest, late charges, and expenses of this action including reasonable attorneys' fees.
8. The Note, by its terms, provides that the Defendant is liable for all costs of collection of the Note incurred by the Lender, including reasonable attorneys' fees and costs. Specifically, at Paragraph 11 of the Note, Defendant agreed that it "shall pay all expenses and costs, including fees and out-of-pocket expenses of attorneys (including Lender's in house attorneys) and expert witnesses and costs of investigation incurred by Lender as a result of any default under this Note or in connection with efforts to collect any amount due under this Note or to enforce the provisions of any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding."
9. Similarly, paragraph 44 of the Mortgage provides that the Defendant is liable for all costs of collection of the Mortgage incurred by the Lender, including reasonable attorneys' fees and costs in that if Lender accelerates the Indebtedness then "Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to attorneys' fees, costs of documentary evidence, abstracts and title reports."
10. The Mortgaged Premises are subject to the following liens or encumbrances which are prior in right to the Mortgage and are not affected by this action:

- a. Water use charges to the South Central Connecticut Regional Water Authority;
- b. Sewer use charges and/or liens to the Greater New Haven Water Pollution Control Authority, including the lien in the sum of \$10,870.16 dated November 17, 2020 and recorded November 24, 2020, at Volume 10083 and Page 294 of the New Haven land records, and the resulting notice of lis pendens dated October 7, 2019, and recorded October 8, 2019, at Volume 9917 and Page 314 of the New Haven land records;
- c. Taxes to the City of New Haven on the Grand List of October 1, 2020;
- d. Subordination of Mortgage dated August 24, 2015, and recorded at Volume 9322 and Page 332 of the New Haven land records re that certain Declaration of Land Use Restrictive Covenants by and between the City of New Haven and 76 Sherman, LLC dated as of September 1, 2015, and recorded on September 2, 2015, at Volume 9322 and Page 313 of the New Haven land records;
- e. That certain Consent Order by and between 76 Sherman, LLC, and the State of Connecticut dated January 14, 2019, and recorded January 18, 2019, at Volume 9808 and Page 180 of the New Haven land records; and
- f. That certain Lead Management Plan by the City of New Haven Department of Health dated June 28, 2019, and recorded February 22, 2021, at Volume 10128 and Page 231 of the New Haven land records.

11. The Mortgaged Premises is subject to the following encumbrances which are subordinate in right to the Mortgage being foreclosed herein:

- a. None.
- 12. As a result of the Defendant's default, the Plaintiff has been damaged.
- 13. The Defendant, 76 Sherman, LLC, is the owner of the Mortgaged Premises and is in possession of the same.
- 14. The Plaintiff caused a Notice of Lis Pendens to be recorded on the land records of the City of New Haven, a copy of which is attached hereto as Exhibit G.

**Second Count**

**(As to the Defendant, Samuel Hecht)**

- 1-14. Paragraphs 1-14 inclusive of the First Count are hereby incorporated as Paragraphs 1-14 of the Second Count as if fully set forth herein.
- 15. The Defendant, Samuel Hecht ("Hecht"), is an individual who resides and/or has a principal place of business located at 19 Howe Street, New Haven, CT 06511.
- 16. On or about August 7, 2015, by that certain Guaranty, the Defendant Hecht (the "Guarantor") guaranteed payment of all sums due to the Plaintiff pursuant to the terms of his unlimited continuing guaranty (the "Guaranty"), a copy of which is attached hereto as Exhibit H, and incorporated herein and made a part hereof.
- 17. The Plaintiff is the owner and holder of the Guaranty.
- 18. The Guaranty is in default as a result of the failure of the Guarantor to pay sums due thereunder as they became due.
- 19. As a result of the Guarantor's failure to pay sums due under the Guaranty, the Plaintiff has been damaged.
- 20. Paragraph 2 (c) of the Guaranty provides by its terms that in addition to payment

of all sums due to Plaintiff under the Note and the Mortgage (i.e., the “Indebtedness”) the Guarantor agreed to pay “[a]ll costs and expenses, including Attorneys’ Fees and Costs and fees and out-of-pocket expenses of expert witnesses, incurred by Lender in enforcing its rights under this Guaranty.”

**WHEREFORE**, the Plaintiff claims the following relief:

1. A judgment of strict foreclosure of the Mortgage;
2. Immediate possession of the Mortgaged Premises;
3. Money damages including a deficiency judgment against the Defendants, 76 Sherman, LLC, and Samuel Hecht, except as to any party who is discharged in bankruptcy;
4. The costs and expenses of this action including reasonable attorneys’ fees incurred in connection with this action, except as to any party who is discharged in bankruptcy; and
5. Such other relief as in law or equity may appertain.

**NOTICE IS HEREBY GIVEN TO THE DEFENDANTS 76 SHERMAN, LLC, AND SAMUEL HECHT THAT THE PLAINTIFF INTENDS TO SEEK SATISFACTION OF ANY DEFICIENCY JUDGMENT RENDERED IN ITS FAVOR IN THIS ACTION FROM ANY DEBT ACCRUING TO SAID DEFENDANTS, JOINTLY OR SEVERALLY, BY REASON OF ITS OR HIS PERSONAL SERVICES, UNLESS SAME IS PRECLUDED BY VIRTUE OF A BANKRUPTCY FILING.**

**NOTICE: A PERSON WHO IS UNEMPLOYED OR UNDEREMPLOYED AND WHO HAS (FOR A CONTINUOUS PERIOD OF AT LEAST TWO YEARS PRIOR TO THE COMMENCEMENT OF THIS FORECLOSURE ACTION) OWNED AND**

**OCCUPIED THE PROPERTY BEING FORECLOSED AS SUCH PERSON'S PRINCIPAL RESIDENCE, MAY BE ENTITLED TO CERTAIN RELIEF PROVISIONS UNDER CONNECTICUT GENERAL STATUTES § 49-31d THROUGH § 49-31i.**

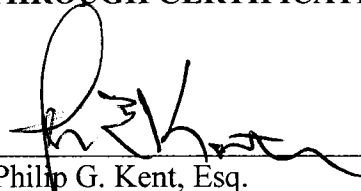
**YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE YOUR RIGHTS UNDER THESE STATUTES. THESE STATUTES REQUIRE THAT IF PROTECTION IS DESIRED, AN APPLICATION FOR RELIEF MUST BE FILED WITHIN TWENTY-FIVE (25) DAYS OF THE RETURN DATE.**

Dated at New Haven, Connecticut the 14th day of June, 2021.

**THE PLAINTIFF,**

**DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, FOR THE  
REGISTERED HOLDERS OF IMPAC  
SECURED ASSETS CORP. MORTGAGE  
PASS-THROUGH CERTIFICATES SERIES  
2007-2**

By: \_\_\_\_\_

  
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Juris No. 062505  
*Its Attorneys*



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**STATEMENT OF AMOUNT IN DEMAND**

Money damages, greater than Fifteen Thousand Dollars (\$15,000), exclusive of costs and interest, are sought herein.

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**CERTIFICATION OF THE EXHIBITS**

Copies of Exhibits A through H will be served upon each appearing party upon receipt of notice their appearance.

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### NOTICE

The following notice is provided pursuant to the Fair Debt Collection Practices Act:

**THIS IS AN EFFORT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** The amount of debt you owe to the above-captioned Plaintiff, excluding interest, attorneys' fees and expenses, late charges, any escrow advances, other charges, and costs of collection incurred to date is \$1,694,296.21.

Unless you, within thirty (30) days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office.

If you notify this office in writing within the thirty-day period that the debt, or any portion thereof, is disputed, this office will obtain a verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by this office. Upon your written request within the thirty-day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

THE PLAINTIFF,

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